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1 clerical personnel regularly employed by them, whose advice and consultation are being or will  
2 be used by such party or its attorney in connection with preparation for depositions or trial of this  
3 action, including any motions in this action;

4 D. The Court (including court reporters, other court personnel or jurors);  
5 and

6 E. Any other person also whom the producing party agrees in writing (or as  
7 provided for in Paragraph 2, set forth below.)

8 2. If counsel for a party receiving KFD's documents produced pursuant to the  
9 Court's November 12, 2010 Order (Dkt. #334), desires to disclose it to any person other than  
10 those set forth above, such counsel shall give at least 30 days written notice to counsel for KFD.  
11 Such written notice shall specify the information counsel wishes to disclose and the identity of  
12 each person or categories of persons to whom such disclosure is sought to be made. In that  
13 event, the parties shall attempt to resolve the request in good faith on an expedited and informal  
14 basis. If the request cannot be expeditiously and informally resolved, the requesting party may  
15 move for an order of this Court permitting the disclosure of such material to such person.

16 3. Inadvertent production of any document subject to this Protective Order will not  
17 negate the confidentiality afforded by this Protective Order. Disclosure of any document subject  
18 to this Protective Order by any party prior to the execution of this Protective Order will not be  
19 deemed a violation of this Protective Order, however, KFD must be notified of any such  
20 disclosure within 10 days of execution of this Protective Order. Such notice must be written and  
21 specify to whom and when such disclosure was made.

22 4. Throughout and after the conclusion of this litigation including any appeals, the  
23 restrictions on disclosure provided herein shall continue to be binding upon the parties and all  
24 other persons to whom KFD's documents produced pursuant to the November 12, 2010 Order  
25 (Dkt. #334) have been disclosed pursuant to the provisions of this Protective Order or any other  
26 order of this Court.

27 5. Nothing in this Protective Order shall prevent either party from seeking  
28 amendments or otherwise modifying this Protective Order, and this Protective Order may be

1 amended or modified without leave of court by the agreement of the undersigned attorneys for  
2 the parties in the form of a stipulation that shall be filed in this case.

3 6. Nothing herein shall be construed to preclude a party who has received KFD's  
4 document production pursuant to this Protective Order from producing such materials in  
5 response to a valid subpoena issued by a court or agency or competent jurisdiction in connection  
6 with any other action, but said production may only be made after providing at least 30 days  
7 notice to KFD, or upon court order.

8 7. Nothing shall prevent disclosure beyond the terms of this Protective Order if KFD  
9 consents to such disclosure, or if the Court, after at least 30 days notice to all affected parties,  
10 orders such disclosure.

11 8. This Protective Order shall not be construed as a waiver by the parties of any  
12 objection which might be raised as to the admissibility of any evidentiary material. This  
13 Protective Order shall be without prejudice to the rights of any party to oppose production of any  
14 information for lack of relevance or for any other ground.

15 9. After termination of this action, the provisions of this Order shall continue to be  
16 binding, except with respect to those documents which the Court determines the public or others  
17 have a right of access. This Court retains and shall have jurisdiction over the parties, their  
18 attorneys of record, and all recipients of KFD's documents produced pursuant to the Court's  
19 November 12, 2010 Order for enforcement of the provisions of this Protective Order following  
20 termination of this action.

21 10. Documents produced pursuant to the Court's November 12, 2010 and December  
22 2, 2010 Orders will be designated as "Confidential Materials-Subject to Protective Order."  
23 Documents so designated shall be used for the preparation of, trial of or appeal of this lawsuit  
24 and for no other purpose.

25 11. In the event any documents subject to this Protective Order are entered into  
26 evidence as exhibits at deposition, trial or otherwise (including use in pleadings, motions, briefs  
27 and other papers filed with the court), their use shall be bound by the terms of this Protective  
28 Order, and to the extent that a protected document is filed with the court, the filing party shall

request the court to file any pleading or exhibit under seal. KFD's counsel may request the court to designate that a portion of a deposition or court transcript contains documents or reference to protected documents to the extent that the parties are unable to otherwise stipulate to such designation, and may further request that only those individuals identified Paragraph 1 of this Protective Order shall be present at the deposition or hearing. Documents subject to this Protective Order shall be designated confidential on the record at deposition or hearing.

12. Counsel for all parties shall keep all material subject to this Protective Order within their exclusive possession and control, except as provided herein, and shall keep said material in a secure location.

13. Within sixty days following the termination of this action, including any appeal after judgment, all material subject to this Protective Order, including any copies shall be returned to counsel for KFD or destroyed. At KFD's request, a party choosing to destroy the material must provide written confirmation to KFD that said materials were destroyed.

IT IS SO STIPULATED AND APPROVED.

DATED: January 12, 2011

DAVIDOVITZ & BENNETT LLP

By: /s/Stacey Alton

Moris Davidovitz, Esq.  
Charles Bolcom, Esq.  
Stacey Alton, Esq.  
Attorneys for CITY OF EUREKA

(The filer hereby attests that concurrence in the filing of this document has been obtained from the signatories below.)

DATED: January 12, 2011

GREBEN & ASSOCIATES

By: /s/Danielle De Smeth

Jan Adam Greben, Esq.  
Danielle De Smeth, Esq.  
Attorneys for Plaintiff KFD Enterprises, Inc. dba Norman's Dry Cleaner and Kenneth Daer

1 DATED: January 12, 2011

GORDON & REES LLP

2  
3 By: /s/George A. Acero  
George A. Acero, Esq.  
4 Attorneys for Environmental  
Resolutions, Inc.

5 DATED: January \_\_\_, 2011

GLYNN & FINLEY, LLP

6  
7 By:  
8 Andrew T. Mortl, Esq.  
Patricia L. Bonheyo, Esq.  
9 Attorney for Third-Party Defendant  
Unocal Corporation, Union Oil  
10 Company of California, Chevron  
Corporation

11 DATED: January 12, 2011

SEVERSON & WERSON

12  
13 By: /s/Peter Lyon  
Peter Lyon, Esq.  
14 Attorneys for Third-Party Defendant  
Winzler & Kelly

15 DATED: January 12, 2011

DONGELL LAWRENCE FINNEY  
16 LLP

17 By: /s/Ian Paul Culver  
18 Ian Paul Culver, Esq.  
Attorneys for Multimatic LLC,  
19 Multimatic Dry Cleaning machine  
Corporation, The Kirrberg Corporation

20 DATED: January 12, 2011

HICKS THOMAS LLP

21  
22 By: /s/Eric Grant  
Eric Grant, Esq.  
23 Attorneys for R.R. Street & Co., Inc.  
and Furbimatic SpA

24  
25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26  
27 DATED: January 13  
28 DATED: \_\_\_, 2011

  
JAMES LARSON  
United States Magistrate Judge

1 DATED: January \_\_, 2011

GORDON & REES LLP

2  
3 By: \_\_\_\_\_  
George A. Acero, Esq.  
4 Attorneys for Environmental  
Resolutions, Inc.

5 DATED: January 7, 2011

6 GLYNN & FINLEY, LLP

7 By: PA 2 R  
8 Andrew T. Mortl, Esq.  
Patricia L. Bonheyo, Esq.  
9 Attorney for Third-Party Defendants  
Unocal Corporation, Union Oil  
Company of California, Chevron Corporat.

10 DATED: January \_\_, 2011

SEVERSON & WERSON

11  
12 By: \_\_\_\_\_  
Peter Lyon, Esq.  
13 Attorneys for Third-Party Defendant  
Winzler & Kelly

14 DATED: January \_\_, 2011

DONGELL LAWRENCE FINNEY  
LLP

15  
16 By: \_\_\_\_\_  
Ian Paul Culver, Esq.  
17 Attorneys for Multimatic LLC,  
Multimatic Dry Cleaning machine  
18 Corporation, The Kirrberg Corporation

19 DATED: January \_\_, 2011

HICKS THOMAS LLP

20  
21 By: \_\_\_\_\_  
Eric Grant, Esq.  
22 Attorneys for R.R. Street & Co., Inc.,  
Eco Dry of America and Fimbimatic Spa

23  
24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25  
26 DATED: \_\_\_\_\_, 2011

27 JAMES LARSON  
United States Magistrate Judge